

PROCUREMENT & MATERIALS  
MANAGEMENT DIVISION  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301  
Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE  
INVITATION TO BID  
e-mail: [purchase@ci.fort-lauderdale.fl.us](mailto:purchase@ci.fort-lauderdale.fl.us)  
ITB NO. 532-8881

ISSUE DATE: 5/1//03  
PAGE 1 OF 20  
**BIDS MUST BE RECEIVED  
PRIOR TO 2:00 P.M.  
ON: 6/5/03**

TITLE: 3-Year contract for Purchase or Radio and Cellular phone parts & Accessories

PROCUREMENT SPECIALIST: Linda R. Wilson

DEPT: ADM/Telecommunications

CONTACT FOR TECHNICAL QUESTIONS: Gary Gray, Asst. Telecom Mgr.

PHONE: (954) 828-5762

**Bidder Must Complete the Following:**

|   |  |
|---|--|
| Vendor Name   | Total Bid Discount (section 1.04)  |
| Number & Street:  | Bids are firm for Acceptance for 90 days<br>(Section 1.05)   |
| City, State, Zip (+4)<br>(See General Conditions Section 1.01)  | Yes _____ No _____ Other _____   |
| If this Invitation was mailed to an incorrect address,<br>Mark "X" here <input type="checkbox"/> and we will adjust our records   | State or reference any variances (section 1.06)  |
| Area Code and Telephone No.<br>( ) _____<br>( 800 ) _____   | Web site address:<br><a href="http://www/">http://www/</a>   |
| FAX ( ) _____<br>e-mail: _____  | NO BID: If not submitting a bid, state reason below and<br>return one copy of this form (section 1.07)                                     |
| Delivery: Calendar days after receipt of Purchase Order: (section 1.02)<br>_____ days   |  |
| Payment Terms: (section 1.03)<br>_____% , net _____   | Does your firm qualify for MBE, WBE, SBE status<br>in accordance with Section 1.08 of General Conditions?<br>MBE _____ WBE _____ SBE _____ |
| <b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6 <sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <b><u>Do not submit by facsimile. Facsimile bids will not be accepted.</u></b>   |  |
| Each bid envelope must be sealed with the following information stated on the <b><u>OUTSIDE</u></b> of the envelope:<br><b>BID No. 532-8881 Title: 3-Year contract for Purchase or Radio &amp; Cell phone parts &amp; Accessories Opens: 6/5//03 2:00 PM</b>  |  |
| <b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm. |  |
| Signature of Authorized Representative  | Title (Typed or Printed)   |
| Name of Authorized Representative (typed or printed)  | Date   |

# ITB 532-8881, 3-YR Contract for Purchase of Radio & Cell Phone Parts & Accessories

## City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

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HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight

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prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

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**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

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- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City

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does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**Part I – Special Conditions:**

**1. PURPOSE/SCOPE OF SERVICES**

The City of Fort Lauderdale is seeking to contract for, and is requesting bids from, qualified vendors to contract with the City to supply replacement parts and accessories for various city owned radios and cellular telephones on an “as needed” basis, in accordance with the Invitation to Bid (ITB) specifications.

**2. ADDITIONAL INFORMATION/CLARIFICATION:**

For information concerning procedures for responding to this ITB, contact Procurement Specialist II, Linda Wilson, at (954) 828-5146. For information pertaining to the technical specifications listed herein, contact Assistant Telecommunications Manager, Gary Gray, at (954) 828-5762. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services for bidding purposes will only be transmitted by written addendum. Any questions shall either be faxed to the Procurement Specialist at (954) 828-5146, or e-mailed to

[lindaw@ci.fort-lauderdale.fl.us](mailto:lindaw@ci.fort-lauderdale.fl.us) not later than the Last Date for Receipt of Questions: May 13, 2003, at 5:00 PM. Questions of a material nature may require an addendum. If an addendum is required, it will be issued to all vendors who either downloaded the ITB and notified the City of same, or to whom is was mailed or e-mailed at the vendors request, within 3 days of the Last Date for Receipt of Questions as shown above.

To be eligible to respond to this ITB, the bidder must demonstrate that they, or the principals assigned to the project, have successfully provided equipment and services, the same as, or similar to that contained in the Scope of Services section of this ITB, to at least one municipality or other government agency, or client equivalent in size and complexity to the City of Fort Lauderdale. Bidders shall provide a minimum list of three (3) government or private client references.

**3. CONTRACT PERIOD:**

The contract term shall be for three (3) years from date of award by the City. The City reserves the right to extend the contract for up to two (2) additional one (1) year periods, providing that both parties agree to the extension, all of the terms, conditions and specifications remain the same, and such extension is approved by the City.

**4. AWARD:**

Bid will be awarded to the bidder quoting the lowest cost to provide the required products and services, who meets all other ITB qualifications (adequate equipment), can meet delivery requirements in a timely manner, and possesses ability (experience, personnel and equipment) to accomplish required work.

The City reserves the right to accept or reject any or all bids, to waive minor variations and award based on the best interest to the City.

**5. PRICE ADJUSTMENTS:**

The cost(s) bid shall remain firm for the first one (1) year of the contract period. Costs for the second and third years of the original term, and any extension term(s), shall be subject to adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or: the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U), or if applicable the Producer Price Index (PPI), as published by the Bureau of Labor Statistics, U. S. Department of Labor - **whichever is less**. The yearly increase, or decrease, in the CPI or if applicable PPI shall be the latest index published and available one hundred and twenty (120) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior.

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Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive, from the Contractor, a reduction of costs, in accordance with the terms and conditions for adjustments detailed above.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

### **6 SELLING, TRANSFERRING or ASSIGNING CONTRACT:**

No contract awarded under these terms, conditions and/or specifications shall be sold, transferred and/or assigned without written approval of the City Manager, or designee.

### **7. PERMITS, TAXES, LICENSES:**

The successful contractor shall obtain and pay for all necessary permits, licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable for business to be conducted under this contract.

### **8. INSURANCE REQUIREMENTS:**

The contractor shall provide insurance coverage as follows:

Workers Compensation as required by Florida Statutes for benefit of Contractor employees.

Comprehensive General Liability including Products/Completed Operations and Automobile Liability in the combined single limit of one million (\$1,000,000.00) dollars. **The Comprehensive General Liability insurance certificate SHALL LIST THE CITY AS AN ADDITIONAL INSURED**, and shall have no less than **thirty (30) DAYS NOTICE OF CANCELLATION**.

The Contractor shall provide to the Purchasing Division, original certificates of such coverage prior to engaging in any activities under this contract. No work can be started until the certificate is submitted and approved by the City's Risk Manager. If Contractor personnel do not deliver products to City property the City only requires proof of Comprehensive General Liability Insurance coverage.

### **8. INVOICES:**

The City will accept invoices as follows: for outright purchase: a single invoice after satisfactory delivery and acceptance of items in accordance with the ITB specifications. Each invoice shall be itemized detailing the charges stated on the invoice. The City will endeavor to pay invoices completely within thirty (30) days of receipt of an invoice, except for items questioned. The City shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned.

The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

### **9. ADDITIONAL SERVICES/PRODUCTS:**

The City reserves the right to add to, or to delete, any portion of this contract at any time without cause. The City reserves the right to add items of a similar nature, but not specifically listed in the contract. The contractor agrees to provide such items, and shall provide the City prices or contractual terms on such additional services/items based upon a formula or method that is the same or similar to that used in

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establishing the prices or contractual terms in his/her proposal. If the prices, or terms offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items or services from other contractors, or to cancel the contract upon giving thirty (30) days written notice.

**10. PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**11. LOBBYING ACTIVITIES:**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities.

Copies of ordinance No. C-0027 may be obtained from the City Clerk's Office on the 7<sup>th</sup> Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL #33301. The Ordinance may also be viewed on the City's website at: <http://ci.fort-lauderdale.fl.us/documents/index/htm>

**12. GENERAL CONDITIONS:**

Except for the "Special Conditions", all other conditions of the General Conditions, Form G-107, Rev 7/01, are included by reference as a part of the ITB.

## **PART II – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES:**

### **1. SCOPE OF SERVICES-TECHNICAL SPECIFICATIONS**

#### **1.1. Overview**

The City requires miscellaneous parts to meet the needs of our radio and cell phone users. The parts listed are a best effort representation of what we desire to purchase. There are no guarantees that we will purchase all of the listed items. The quantities are estimates of our yearly usage for the potential items, not a request to purchase the quantity shown at one time. In addition to the listed items, the City purchases Cell Phone batteries, earpieces, cases, chargers and other accessories for various manufacturers and models of phones. Due to the rapid changes in cell phone models, we are unable to provide a list of the individual cell phone part numbers that may be required. We have provided certain current categories and some cell phone manufacturers for your reference use.

#### **1.2. Goal**

The City desires to enter into contract(s) with qualified supplier(s) for a variety of supplies and parts for our radio system maintenance and to facilitate our purchasing efforts. The City does not currently have, nor intends to establish, a stocking location for storage of these items, but rather contract with readily available source(s) of supply to service our requirements, “as needed” and in accordance with the Invitation To Bid (ITB) specifications.

### **2. Order Placement and Delivery Requirements**

The City shall use purchase order numbers when placing all orders. The City’s Contract and Purchasing Terms and Conditions shall take precedence over any Contractors terms and conditions. The successful Contractor(s) should have the ability to provide a 95% service level in filling City orders within 24 hours of City order placement for those items outlined in the ITB specifications. Only specified City personnel are authorized to place orders. Those designated personnel will be identified to the successful Contractor(s) following contract award.

### **3. Bid Response**

In order to fairly evaluate the bid responses, all bidders shall provide the same data in the format contained in the ITB document, or as outlined within the ITB document. For each product, Bidder shall provide the manufacturer, model number, and the firm, fixed cost to the City for each item proposed. Each item on our list shall be considered a separate item, with the exception of the transmission line and associated connectors. The bidder may bid on any, or all of the items listed. It is not a requirement that a single bidder be able to supply all of the items on our list; however bidders must be able to supply all items within a category. The City reserves the right to make multiple awards, or a single award in its best interests.

### **4. Evaluation**

Bids will be evaluated based on price and scope of available items. Previous experience with the City will also be considered in the evaluation process.

### **5. Parts Specification Listing**

This parts list is our best effort to predict the types and quantities of the parts and supplies required. A listing of cell phone accessory categories that we are currently purchasing is included. As new cell phone models are introduced, the successful bidder shall extend comparable contract discount levels to accessories for these new models, in accordance with the same formula or discount schedule used to compute the costs offered to the City for these original items.

### **ANTENNAS, PORTABLE**

| Estim.<br>Quan. | Description  |
|-----------------|--|
| 100             | 800 MHz $\frac{1}{4}$ wave for MTS2000, XTS3000/5000 series radios. Motorola 8505241U06 or equivalent. |
| 100             | 800 MHz $\frac{1}{2}$ wave for MTS2000, XTS3000/5000 series radios. Motorola 8505241U03 or equivalent. |
| 5               | 800 MHz Dipole for MTS2000, XTS3000/5000 series radios. Motorola NAF4000B or equivalent.               |
| 20              | 800 MHz $\frac{1}{2}$ wave for EFJohnson 7780 series radio. EFJohnson 585-5000-053 or equivalent       |

### **ANTENNAS, MOBILE**

Common features: Cable assemblies shall be 22 feet long. Mounts shall be compatible and interchangeable with the Motorola mount. Mounting hole diameter shall be  $\frac{3}{4}$  inch. Connectors shall be crimp on type as specified with antenna, not pre-attached to the cable. The 800 MHz 3 dB gain antenna must be a heavy-duty antenna capable of standing upright at 100 MPH without bending. A single piece flexible wire whip with preformed coil is not acceptable.

| Estim.<br>Quan. | Description  |
|-----------------|--|
| 6               | 470-480 MHz $\frac{1}{4}$ wave with cable and mount. Mini-UHF male connector. Similar to Motorola HAE4004A.  |
| 6               | 470-480 MHz $\frac{1}{4}$ wave rod with chrome ring. No cable and mount. Motorola 0180352A12 or equivalent.  |
| 25              | 460-470 MHz $\frac{1}{4}$ wave with cable and mount. Mini-UHF male connector. Similar to Motorola TAE6052A.  |
| 20              | 460-470 MHz $\frac{1}{4}$ wave rod with chrome ring. No cable and mount. Motorola 0180352A11 or equivalent.  |
| 50              | 806-866 MHz $\frac{1}{4}$ wave with cable and mount. Mini-UHF male connector. Similar to Motorola HAF4002A.  |
| 50              | 806-866 MHz $\frac{1}{4}$ wave with chrome ring. No cable and mount. Motorola 0180351A90 or equivalent.  |
| 6               | 806-866 MHz 3dB gain with cable and mount. Mini-UHF male connector. Similar to Motorola RRA4914. Antenna MUST match physical characteristics of the Motorola 0180372A90 antenna. |
| 6               | 806-866 MHz 3dB gain with chrome ring. No cable and mount. Motorola 0180372A90 or equivalent. Antenna MUST match physical characteristics of the Motorola 0180372A90 antenna.    |
| 6               | 806-866 MHz 3dB gain low profile. With cable and Mini-UHF connector. Color either black or white as required. Northpoint NP8500 or equivalent.                                   |

### **ANTENNAS, FIXED**

| Estim. | Description   |
|--------|---|
| Quan.  |   |
| 5      | 806-866 MHz 6dB gain Yagi. Comtelco Y2283B, or equivalent |

### **BATTERIES, PORTABLE RADIO**

| Estim. |   |
|--------|---|
| Quan.  | Description   |
| 100    | Motorola NTN5414B or equivalent. For MTX820 series, high capacity.                                  |
| 500    | Motorola NTN7144A or equivalent. For MTS2000 series, ultra high capacity.                           |
| 50     | Motorola NTN4595CR or equivalent. For SABER series, ultra high capacity.                            |
| 50     | Motorola HNN9628A or equivalent. For LTS2000 series, high capacity.                                 |
| 10     | Motorola RNN4006AR or equivalent. For XTS3000/5000 series, ultra high capacity. 3500 mAh NiMH       |
| 50     | Motorola NTN8923A or equivalent. For XTS3000/5000 series, ultra high capacity. 1800 mAh NiMH        |
| 50     | Motorola NTN8294A or equivalent. For XTS3000/5000 series, high capacity. 1525mAh NiCd               |
| 50     | Motorola NTN8297A or equivalent. For XTS3000/5000 series, FM high capacity. Ruggedized 1525mAh NiCd |
| 20     | EFJohnson 587-8150-135 or equivalent. For 7780 series, high capacity.                               |

### **CONNECTORS AND MISCELLANEOUS ITEMS**

RF connectors shall be crimp on style unless otherwise specified. Insulation shall be Teflon.

| Estim. |   |
|--------|---|
| Quan.  | Description   |
| 6      | UHF male, for RG58A/U   |
| 6      | UHF male, for RG8, solder on  |
| 25     | Mini-UHF male, for RG58A/U  |
| 10     | Mini-UHF female, for RG58A/U  |
| 5      | Type N male, for RG58A/U  |
| 4      | Type N male, for RG8, MIL clamp/solder  |
| 6      | Heavy duty cigarette lighter plug   |
| 25     | SPDT Rocker switch, mounts through round hole   |
| 50     | Speaker Horn Type Speco SPC-8   |
| 150    | 18 gauge zip cord   |
| 10     | Single radio charger/conditioner – Advance Tec Includes adaptor plate for MTS2000 or XTS3000/5000 |
| 5      | Gang charger/conditioner – Advance Tec Includes adaptor plate for MTS2000 or XTS3000/5000         |

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- |    |   |
|----|---|
| 10 | Adaptor plates for Advance Tec charger – MTS2000 model radio      |
| 10 | Adaptor plates for Advance Tec charger – XTS3000/5000 model radio |
| 10 | AdvanceTec AT9960 Vehicular Holder for single charger             |

### **COAX, TRANSMISSION LINE, TRANSMISSION LINE CONNECTORS**

Transmission line connector manufacturer and part number is dependant on the brand of cable that is offered. Cable and connectors are to be compatible.

Estim.

| Quan. | Description   |
|-------|---|
| 100   | RG58A/U Coax, 96% shield coverage, Belden 8219 or equivalent            |
| 100   | RG8A/U Coax, 97% shield coverage, Belden 8214 or equivalent             |
| 100   | 1/4" Superflexible Coax, Andrew FSJ1-50A or equivalent                  |
| 100   | 3/8" Transmission line, Andrew LDF2-50 or equivalent                    |
| 100   | 1/2" Transmission line, Andrew LDF4-50A or equivalent                   |
| 100   | 7/8" Transmission line, Andrew LDF5-50A or equivalent                   |
| 10    | Type N male for 1/4" superflex, designed for the cable as bid           |
| 10    | BNC male for 1/4" superflex, designed for the cable as bid              |
| 10    | Mini-UHF male for 1/4" superflex, designed for the cable as bid         |
| 10    | Type N male for 3/8" transmission line, designed for the cable as bid   |
| 2     | Type N male for 1/2" transmission line, designed for the cable as bid   |
| 2     | Type N female for 1/2" transmission line, designed for the cable as bid |
| 2     | Type N male for 7/8" transmission line, designed for the cable as bid   |
| 2     | Type N female for 7/8" transmission line, designed for the cable as bid |

### **LIGHTNING SUPPRESSION**

Estim.

| Quan. | Description  |
|-------|--|
| 1     | Polyphaser IS-B50LN-C1                                   |
| 1     | Polyphaser IS-CT50HN-B                                   |
| 1     | Polyphaser IS-CT50HN-B-MA                                |
| 1     | Polyphaser IS-UT50HN-B                                   |
| 2     | Polyphaser 25P10GB Ground Buss for 66 block              |
| 50    | Polyphaser IS-MPT-17 Twisted pair protector, 17V turn-on |

### **CELLULAR TELEPHONE ACCESSORIES**

With the rapid pace of cellular telephone model changes, any specific listing of parts would be obsolete before the end of this contract. This is a listing of the commonly used accessories types that are typically purchased. Please indicate if you can supply them for all models of Audiovox, Ericsson, Kyocera, Motorola - INCLUDING NEXTEL, Nokia, and Sony phones. Indicate in each cell if you can provide each item for all models (A), partial models (P) or none (N).

Using the example table, if you can supply batteries for only some of the Audiovox phones, all of the Ericsson, none of the Kyrocera, all of the Motorola, and only some of the Nokia and Sony brands, you would place a "P" for Audiovox, "A" for Ericsson, "N" for Kyocera, "A" for Motorola, and "P" for Nokia and Sony for

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the batteries category as shown in the example below. The remaining categories would follow the same scheme as indicated in the example table.

**EXAMPLE TABLE:**

| Quan | Item        | Audiovox | Ericsson | Kyocera  | Motorola | Nokia    | Sony     |
|------|-------------|----------|----------|----------|----------|----------|----------|
| 50   | Batteries   | <b>P</b> | <b>A</b> | <b>N</b> | <b>A</b> | <b>P</b> | <b>P</b> |
| 50   | Cases       | A        | A        | P        | P        | A        | N        |
| 40   | Earpieces   | A        | A        | A        | A        | A        | A        |
| 50   | Car Charger | P        | P        | P        | P        | P        | P        |
| 10   | AC Charger  | N        | P        | N        | P        | N        | P        |
| 20   | Belt Clip   | N        | A        | N        | A        | A        | P        |

There is an additional table to indicate your price discount structure for each item category/manufacturer. Cellular accessory pricing should follow similar discount levels as the other items in the bid list. Items from the original equipment manufacturer are preferred but not mandatory. They must be of equivalent quality. Any sub-standard items will be returned at vendor's expense.

### **BID SUMMARY PRICING PAGES**

Bidder agrees to supply the products or services at the price bid below in accordance with the terms, conditions and specifications contained herein.

Company Name: \_\_\_\_\_  
(legal registered)

Primary Contact Person: \_\_\_\_\_  
(Name & Title)

Warehouse Address: (if different from Page 1)

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

#### **BIDDERS SHALL COMPLETE THE FOLLOWING INFORMATION:**

1. Is there anything contained in the ITB specifications which is not included in your bid response?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

2. Are you able to comply with delivery timeline requirements?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

If NO, please define your delivery terms: \_\_\_\_\_

\_\_\_\_\_

3. Have you included a list of additional related items with firm, fixed pricing, or a formula for pricing, in accordance with the ITB specifications?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

4. Have you included manufacturer literature on all "alternate/or equivalent" products offered?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

5. Have you provided products or services to the City within the last three (3) years?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

If yes, please provide a short descriptive list and when they were provided.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Use the complete description in the Parts Specification Listing to determine complete specifications for each item. The short description is not the complete description of the item. The description used in the specification section will govern if there is a discrepancy between the short description and the description in the specifications section.

| Item |                          | Your Bid           |                                  |                                   |
|------|--------------------------|--------------------|----------------------------------|-----------------------------------|
| Quan | Short Description        | Manufacturer/Model | Firm,<br>Fixed Unit<br>Cost/Each | Estimated<br>Annual<br>Total Cost |
| 100  | 800MHz ¼ wave for MOT    |                    |                                  |                                   |
| 100  | 800MHz ½ wave for MOT    |                    |                                  |                                   |
| 5    | 800MHz dipole for MOT    |                    |                                  |                                   |
| 20   | 800 MHz ½ wave for EFJ   |                    |                                  |                                   |
| 6    | 470-480MHz ¼ wave kit    |                    |                                  |                                   |
| 6    | 470-480MHz ¼ wave rod    |                    |                                  |                                   |
| 25   | 460-470MHz ¼ wave kit    |                    |                                  |                                   |
| 20   | 460-470MHz ¼ wave rod    |                    |                                  |                                   |
| 50   | 806-866MHz ¼ wave kit    |                    |                                  |                                   |
| 50   | 806-866MHz ¼ wave rod    |                    |                                  |                                   |
| 6    | 806-866MHz 3dB kit       |                    |                                  |                                   |
| 6    | 806-866MHz 3dB rod       |                    |                                  |                                   |
| 6    | 806-866MHz Low Profile   |                    |                                  |                                   |
| 5    | 806-866 MHz 6dB Yagi     |                    |                                  |                                   |
| 100  | Motorola NTN5414B        |                    |                                  |                                   |
| 500  | Motorola NTN7144A        |                    |                                  |                                   |
| 50   | Motorola NTN4595CR       |                    |                                  |                                   |
| 50   | Motorola HNN9628A        |                    |                                  |                                   |
| 10   | Motorola RNN4006AR       |                    |                                  |                                   |
| 50   | Motorola NTN8923A        |                    |                                  |                                   |
| 50   | Motorola NTN8924A        |                    |                                  |                                   |
| 50   | Motorola NTN8297A        |                    |                                  |                                   |
| 20   | EFJ 587-8150-135         |                    |                                  |                                   |
| 6    | UHF male, for RG58       |                    |                                  |                                   |
| 6    | UHF male, for RG8        |                    |                                  |                                   |
| 25   | Mini-UHF male, RG58      |                    |                                  |                                   |
| 10   | Mini-UHF female, RG58    |                    |                                  |                                   |
| 5    | Type N male, RG58        |                    |                                  |                                   |
| 4    | Type N male, RG8         |                    |                                  |                                   |
| 6    | H.D. Cigarette plug      |                    |                                  |                                   |
| 25   | SPDT Rocker Switch       |                    |                                  |                                   |
| 50   | Horn Type Speaker        |                    |                                  |                                   |
| 150  | 18 ga Zip cord           |                    |                                  |                                   |
| 10   | Single Charger w/adaptor |                    |                                  |                                   |
| 5    | Gang Charger w/adaptors  |                    |                                  |                                   |
| 10   | MTS2000 adaptor          |                    |                                  |                                   |
| 10   | XTS3000/5000 adaptor     |                    |                                  |                                   |
| 10   | Vehicular Holder         |                    |                                  |                                   |

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| Item |                           | Your Bid           |                            |                             |
|------|---------------------------|--------------------|----------------------------|-----------------------------|
| Quan | Short Description         | Manufacturer/Model | Firm, Fixed Unit Cost/Each | Estimated Annual Total Cost |
| 100  | RG58A/U Coax              |                    |                            |                             |
| 100  | RG8A/U Coax               |                    |                            |                             |
| 100  | ¼" Superflex              |                    |                            |                             |
| 100  | 3/8" Transmission Line    |                    |                            |                             |
| 100  | ½" Transmission Line      |                    |                            |                             |
| 100  | 7/8" Transmission Line    |                    |                            |                             |
| 10   | Type N male for superflex |                    |                            |                             |
| 10   | BNC male for superflex    |                    |                            |                             |
| 10   | Mini-UHF for superflex    |                    |                            |                             |
| 10   | Type N male for 3/8"      |                    |                            |                             |
| 2    | Type N male for ½"        |                    |                            |                             |
| 2    | Type N female for ½"      |                    |                            |                             |
| 2    | Type N male for 7/8"      |                    |                            |                             |
| 2    | Type N female for 7/8"    |                    |                            |                             |
| 1    | IS-B50LN-C1               |                    |                            |                             |
| 1    | IS-CT50HN-B               |                    |                            |                             |
| 1    | IS-CT50HN-B-MA            |                    |                            |                             |
| 1    | IS-UT50HN-B               |                    |                            |                             |
| 2    | 25P10GB Ground Buss       |                    |                            |                             |
| 50   | IS-MPT-17 t/p protector   |                    |                            |                             |

**GRAND TOTAL COST ALL ITEMS :**      \$ \_\_\_\_\_

**Cellular Item Availability – ALL (A) PARTIAL (P) NONE (N)**

| Quan | Item        | Audiovox | Ericsson | Kyocera | Motorola | Nokia | Sony |
|------|-------------|----------|----------|---------|----------|-------|------|
| 50   | Batteries   |          |          |         |          |       |      |
| 50   | Cases       |          |          |         |          |       |      |
| 40   | Earpieces   |          |          |         |          |       |      |
| 50   | Car Charger |          |          |         |          |       |      |
| 10   | AC Charger  |          |          |         |          |       |      |
| 20   | Belt Clip   |          |          |         |          |       |      |

**Cellular Item Discount Level - % off Manufacturer List Price**

| Quan | Item        | Audiovox | Ericsson | Kyocera | Motorola | Nokia | Sony |
|------|-------------|----------|----------|---------|----------|-------|------|
| 50   | Batteries   |          |          |         |          |       |      |
| 50   | Cases       |          |          |         |          |       |      |
| 40   | Earpieces   |          |          |         |          |       |      |
| 50   | Car Charger |          |          |         |          |       |      |
| 10   | AC Charger  |          |          |         |          |       |      |
| 20   | Belt Clip   |          |          |         |          |       |      |

ITB #532-8833 – 3-Year Contract for Radio & Cell Phone Parts & Accessories

**Client References:** Please provide current client references for whom you provide these products and services. A minimum of three (3) is requested. Please include Agency name, address, contact person and telephone number.

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

**Please submit a total of six (6) Copies of your ITB Response and all attachments. (One original and five copies)**

Have you included the correct number of copies? YES: \_\_\_\_\_

Bidder agrees to supply the products or services at the price bid below in accordance with the terms, conditions and specifications contained herein.

**8881 Radio-Cell Parts Access Rv 2**